

7829-T  
RECORDATION NO. .... Filed & Recorded

JUN 29 1976 -4 45 PM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of June 15, 1976, among the FEDERAL RAILROAD ADMINISTRATOR of the Department of Transportation of the United States of America (hereinafter called the "Administrator"), FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee under a Trust Agreement dated as of June 1, 1974 (hereinafter called the "Trustee"), and FEDERAL FINANCING BANK (hereinafter called the "Assignee").

WHEREAS the Administrator, the Trustee and the Assignee are parties to a Guaranty Agreement dated December 17, 1974, as amended to the date hereof, (the "Guaranty Agreement"); and

WHEREAS the parties hereto desire to further amend the Guaranty Agreement in certain respects.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The third paragraph of the Guaranty Agreement is amended by deleting the amount "\$13,882,411" and inserting the amount "\$14,259,244" in lieu thereof.

2. Section 6 of the Guaranty Agreement is amended by deleting the amount "\$20,267,672" set forth therein and inserting in lieu thereof the amount "\$20,924,551."

3. Each and every reference in the Guaranty Agreement to the Leases, the Conditional Sale Agreement, the Assignment and Agreement and the Sale and Lease Back Agreement shall be deemed to refer to such documents as amended to the date hereof.

4. The Administrator will arrange for the National Railroad Passenger Corporation to promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

5. Except as amended hereby, the Guaranty Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers hereunto duly authorized, and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written above.

FEDERAL RAILROAD ADMINISTRATOR,

by \_\_\_\_\_

Attest: \_\_\_\_\_

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee,

by

[Corporate Seal]

Attest:

Patricia A. [Signature]

FEDERAL FINANCING BANK,

by

[Corporate Seal]

Attest:

\_\_\_\_\_

CITY OF WASHINGTON )  
 ) ss.:  
DISTRICT OF COLUMBIA )

On this                      day of June, 1976, before me personally appeared                      , to me personally known who being by me duly sworn, says that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

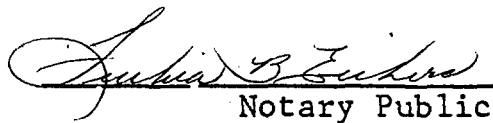
Notary Public

[Notarial Seal]

My Commission expires

STATE OF UTAH                    )  
                                      ) ss.:  
COUNTY OF SALT LAKE        )

On this *28<sup>th</sup>* day of June, 1976, before me personally appeared *Robert S. Clark*, to me personally known, who being by me duly sworn, said that he is a Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

  
Notary Public

[Notarial Seal]

My Commission expires *November 21, 1979*

CITY OF WASHINGTON )  
DISTRICT OF COLUMBIA ) ss.:

On this                      day of June, 1976, before me personally appeared                      , to me personally known, who being by me duly sworn, says that he is                      of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

AMENDMENT AGREEMENT dated as of June 15, 1976, among the FEDERAL RAILROAD ADMINISTRATOR of the Department of Transportation of the United States of America (hereinafter called the "Administrator"), FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee under a Trust Agreement dated as of June 1, 1974 (hereinafter called the "Trustee"), and FEDERAL FINANCING BANK (hereinafter called the "Assignee").

WHEREAS the Administrator, the Trustee and the Assignee are parties to a Guaranty Agreement dated December 17, 1974, as amended to the date hereof, (the "Guaranty Agreement"); and

WHEREAS the parties hereto desire to further amend the Guaranty Agreement in certain respects.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The third paragraph of the Guaranty Agreement is amended by deleting the amount "\$13,882,411" and inserting the amount "\$14,259,244" in lieu thereof.

2. Section 6 of the Guaranty Agreement is amended by deleting the amount "\$20,267,672" set forth therein and inserting in lieu thereof the amount "\$20,924,551".

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4. The Administrator will arrange for the National Railroad Passenger Corporation to promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

5. Except as amended hereby, the Guaranty Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers hereunto duly authorized, and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written above.

FEDERAL RAILROAD ADMINISTRATOR,

by

Asaph H. Hall

Attest:

Christopher S. Neff  
Counsel, FRA



FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee,

by \_\_\_\_\_

[Corporate Seal]

Attest:  
\_\_\_\_\_

FEDERAL FINANCING BANK,

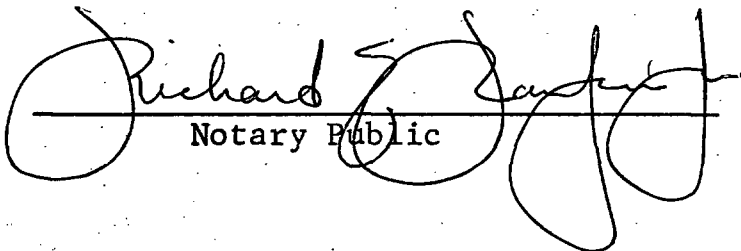
by \_\_\_\_\_

[Corporate Seal]

Attest:  
\_\_\_\_\_

CITY OF WASHINGTON )  
 ) ss.:  
DISTRICT OF COLUMBIA )

On this 29<sup>th</sup> day of June, 1976, before me personally appeared *Asaph H. Hall*, to me personally known who being by me duly sworn, says that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

  
Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980

STATE OF UTAH )  
 ) ss.:  
COUNTY OF SALT LAKE )

On this                      day of June, 1976, before me personally appeared                      , to me personally known, who being by me duly sworn, said that he is a Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

[Notarial Seal]

My Commission expires

CITY OF WASHINGTON )  
DISTRICT OF COLUMBIA ) ss.:

On this                      day of June, 1976, before me personally appeared                      , to me personally known, who being by me duly sworn, says that he is                      of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

AMENDMENT AGREEMENT dated as of June 15, 1976, among the FEDERAL RAILROAD ADMINISTRATOR of the Department of Transportation of the United States of America (hereinafter called the "Administrator"), FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee under a Trust Agreement dated as of June 1, 1974 (hereinafter called the "Trustee"), and FEDERAL FINANCING BANK (hereinafter called the "Assignee").

WHEREAS the Administrator, the Trustee and the Assignee are parties to a Guaranty Agreement dated December 17, 1974, as amended to the date hereof, (the "Guaranty Agreement"); and

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5. Except as amended hereby, the Guaranty Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers hereunto duly authorized, and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written above.

FEDERAL RAILROAD ADMINISTRATOR,

by

Attest:

\_\_\_\_\_

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, as Trustee,

by \_\_\_\_\_

[Corporate Seal]

Attest: \_\_\_\_\_

FEDERAL FINANCING BANK

by \_\_\_\_\_

[Corporate Seal]

Attest: \_\_\_\_\_

CITY OF WASHINGTON )  
DISTRICT OF COLUMBIA ) ss.:

On this                      day of June, 1976, before me personally appeared                      , to me personally known who being by me duly sworn, says that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

Notary Public

[Notarial Seal]

My Commission expires



STATE OF UTAH )  
 ) ss.:  
COUNTY OF SALT LAKE )

On this                      day of June, 1976, before me personally appeared                      , to me personally known, who being by me duly sworn, said that he is a Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

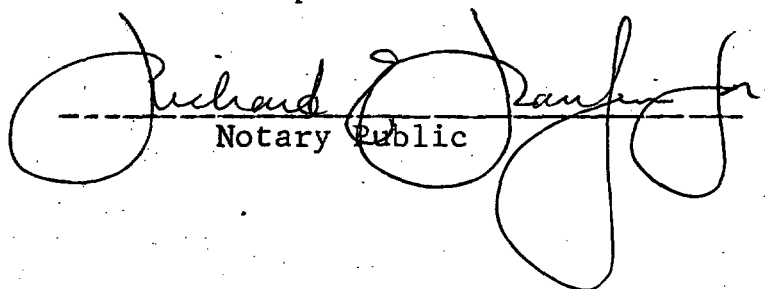
Notary Public

[Notarial Seal]

My Commission expires

CITY OF WASHINGTON     )  
                              ) ss.:  
DISTRICT OF COLUMBIA   )

On this 29<sup>th</sup> day of June, 1976, before me personally appeared *Robert A. Gerard*, to me personally known, who being by me duly sworn, says that he is *Vice President* of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires September 30, 1980.